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Press release: Door to door sales

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PRESS RELEASE FROM THE ATTORNEY-GENERAL, MR. L.J. KING, Q.C.

DOOR TO DOOR SALES

12/8/71.

A new Bill providing greater protection for South Australians entering into contracts for goods or services bought at home or work was today introduced to State Parliament by the Attorney-General, Mr. L.J. King, Q.C.

The new measure provides a "cooling off" period of sixteen days within which buyers have the right to withdraw from an agreement made in door to door selling.

Mr. King said the Bill covers goods and services worth more than \$20 where negotiations leading to the making of the contract or agreement have been carried on with the purchaser, in whole or part, at his or her residence or place of employment.

It provides that certain goods or services may be exempted by proclamation.

The Minister said the new Bill, which extends and supersedes provisions of the present Book Purchasers Protection Act 1963-64, marked the start of the second phase of the Government's consumer protection programme.

"At the last session of State Parliament measures giving the Prices Commissioner power to investigate consumer complaints, and, where necessary, prosecute at State expense and providing controls against misleading advertisements were approved.

"This new measure on door to door sales will shortly be followed by a Bill providing the public with greater protection in used car sales", the Minister said.

Under the measure, agreements made through door to door selling would not be enforceable unless the buyer received a written contract setting out the terms and cost of the transaction of which two copies must be signed by all parties.

Printed conspicuously on this contract must be the words:

"This contract is not enforceable against the purchaser, whose signature appears hereon until the vendor has received at the vendor's ordinary place of business from the purchaser not less than seven nor more than sixteen days after the date thereof a notice in writing that or to the effect that the purchaser thereby confirms this contract".

Other provisions are that the buyer must be given a copy of the agreement and that, during the "cooling off" period sellers or their agents shall not solicit the written confirmation required under the measure. A \$200 penalty is provided for breach of these provisions.

Until the notice of confirmation has been received, sellers may not take deposits or other monetary considerations or supply the goods or services.

If they do so, purchasers may sue for the amount of the deposit and goods or services delivered become the property of the buyer.